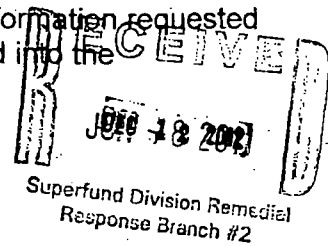


Response to EPA letter dated October 30, 2012 regarding information requested relating to products used and/or that may have been released into the environment.

Facility MONRO Muffler #316  
1101 W. Main Street  
Troy, Ohio 45373



DEC 18 2012

1. The property was leased with a signed agreement on April 11, 1996 with the agreement that MONRO would construct a building to be used for automotive repair and maintenance.
2. There has been no storage, usage, treatment, disposal or transportation of any chlorinated solvents at this site since the opening and operation of the site. The only product used that could be considered such, would be the product Brakleen Non-Chlorinated that by corporate policy is the only product of that type to be in the shop. Employees are instructed that they are not allowed to bring any product other than "Corporate Approved" into the work environment.

MSDS for this product is enclosed.

3. The only storage areas for solid waste at this site would be the area that houses the dumpster. A map showing the location of the dumpster is enclosed. The dumpster is used for the collection of trash generated during automotive repair work. The dumpster has been in this location since operations at the site started and is serviced on a regular basis.
4. There have been no leaks, spills, releases of any chlorinated solvents or materials containing chlorinated solvents into the environment by operations at this site.

In 2009 the State of Ohio Environmental Protection Agency conducted a site inspection regarding a complaint that alleged that fluids had been poured in the floor drains. Inspection revealed that all used fluids are collected by Safety Kleen, with no violations cited from this inspection. A copy of the letter from the Ohio EPA is attached.

5. The only active environmental permitting and registration is OHC100000295 and a copy of the information that was gathered from the EPA website is attached.
6. As this location has been operated by MONRO Muffler since the on-site operations began, there would be no other persons or entities that would have information regarding this site.

US EPA RECORDS CENTER REGION 5

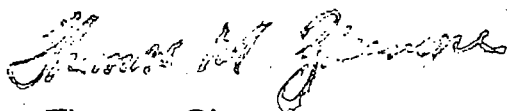


461808

7. To our knowledge, there would be no previous owners and/or operators of the site that would be responsible for any spills, leaks or releases.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and submitted the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

A handwritten signature in cursive script, appearing to read "Thomas M. Giannone".

Thomas Giannone

Director of Facilities

QUESTION #1

THIS LEASE is made as of the 11<sup>th</sup> day of April, 1996 between R. CHARLES HEMM, JR., residing at 514 South Main Street, Piqua, Ohio 45356, ("Landlord") and Monro Muffler Brake, Inc., a New York corporation with its office at 200 Holleder Parkway, Rochester, New York 14615-3808 ("Tenant").

WITNESSETH:

In consideration of the terms, covenants and conditions contained in this Lease, Landlord and Tenant agree as follows:

1. PREMISES

Subject to the terms and conditions contained in this Lease, Landlord leases to Tenant and Tenant takes from Landlord a parcel of land with a restaurant located thereon, located at the Northwest corner of Main Street and Ridge Avenue in the City of Troy, County of Miami, Ohio known as 1101 West Main Street and identified as tax account number D03053823 as shown and described on Exhibits "A" (Map) and "B" (metes and bounds description) attached hereto and made a part of this Lease (the "Leased Premises"). Prior to the full execution of this Lease Landlord shall provide any title information presently in Landlord's possession regarding the Leased Premises including, but not limited to, an attorney Certificate of Title, ~~a title binder policy covering the Leased Premises and an instrument survey of the Leased Premises.~~ *new*

2. TERM and RENT COMMENCEMENT

A. The term of this Lease shall be for ten (10) years and shall commence on the first day of the first full month following the Rent Commencement Date as defined below.

*Xdia  
original lease  
in Archive  
file*

*new  
CTH*

B. The obligation to pay rent shall commence one hundred twenty (120) days after Tenant's receipt of all approvals to commence construction or the day Tenant opens for business, whichever occurs first ("Rent Commencement Date"). However, in the event of Remediation pursuant to Paragraph 4 or Paragraph 29 hereof, the one hundred twenty (120) day time frame described in the previous sentence shall not commence until such Remediation has been completed to the satisfaction of Landlord and Tenant.

3. USE

Tenant shall use the Leased Premises for the operation of an auto service center and for any other lawful use.

4. CONSTRUCTION

Tenant shall construct a building (the "Building") on the Leased Premises provided that:

A. such construction is carried out in a good and workmanlike manner and complies in every way with all other provisions of this Lease;

B. such construction shall comply with all building codes of the City of Troy, Ohio;

C. such construction shall be carried out substantially in accordance with Tenant's prototypical building plans as set forth in Exhibit "E" attached hereto and made a part hereof.

Any and all construction and additions made to the Leased Premises by Tenant, as well as any fixtures or articles of personal property (except movable trade fixtures and other property installed at the expense of Tenant listed on Exhibit "C" attached hereto and made a part hereof, all of which may be removed by Tenant) attached to the Building shall



be deemed attached to the fee and become the property of Landlord at the time of termination of this Lease without any payment of offset and shall not be detached or removed from the Leased Premises.

D. As a prerequisite to Tenant commencing construction of the Building, Tenant shall demolish and remove an existing 2,000 square foot structure from the Leased Premises. The cost of the demolition, removal of debris, grading, and the construction of Tenant's building shall be paid for by Tenant. If at any time during the demolition of the existing structure, the removal of the resulting debris, grading of the Leased Premises subsequent to demolition, any Hazardous Substance, as defined in Paragraph 29 of this Lease, is found to be present on the Leased Premises, then Landlord, at its sole cost and expense shall cause Remediation (as defined herein) to be performed by an environmental consultant acceptable to the Tenant. The Landlord shall immediately forward its written Remediation Plan to Tenant for Tenant's reasonable approval. All Remediation must be completed to the satisfaction of the Landlord and Tenant prior to commencement of the Lease Term. Landlord agrees that Remediation shall be completed with reasonable speed. If Landlord fails to cause said Remediation to be performed or if Landlord commences Remediation but fails to complete the same with diligence or if said Remediation is not performed to the satisfaction of Tenant, Tenant may, but is not obligated to, cause the Remediation to be performed in Landlord's name and deduct the cost of same with interest from the rent due as referenced hereunder. Landlord further agrees to fully indemnify and hold harmless Tenant from and against any and all claims, demands, judgments, awards, actions, penalties, fines and claims resulting from



Remediation of the Leased Premises before or during the lease term or any extension thereof, except for conditions caused by Tenant.

5. RENT

Tenant shall pay to Landlord, at the address above set forth or at such other place as Landlord may from time to time designate by notice given to Tenant in the manner provided in this Lease, annual rent as follows:

<u>YEARS</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
1 - 5	\$ [REDACTED]	\$ [REDACTED]
6 - 10	\$ [REDACTED]	\$ [REDACTED]
<u>OPTION YEARS</u>	<u>ANNUAL RENT</u>	
11 - 15	\$ [REDACTED]	\$ [REDACTED]
16 - 20	\$ [REDACTED]	\$ [REDACTED]
21 - 25	\$ [REDACTED]	\$ [REDACTED]
26 - 30	\$ [REDACTED]	\$ [REDACTED]

Rent shall be paid in equal monthly payments in advance on the first day of each month during the term of this Lease. If the Rent Commencement Date, is other than the first day of a calendar month, the rent installment for the month in which the Rent Commencement Date occurs, shall be prorated from the Rent Commencement Date until the last day of that month and shall be payable on or before the Rent Commencement Date.

Any Rent or Additional Rent payment received by Landlord after ten (10) days of its due date shall incur a three percent (3%) late charge penalty. Any Rent or Additional Rent payment remaining unpaid after thirty (30) days of its due date shall bear interest at two



percent (2%) per annum above the lowest prime rate of interest published from time to time by The Wall Street Journal.

6. ADDITIONAL RENT

A. Impositions. Tenant shall pay as additional rent all taxes, assessments, sewer charges, assessments for local, district and special district improvements that may be assessed against or become a lien upon the Leased Premises or any part thereof by virtue of any present or future law or regulation of any governmental authority ("Impositions"). Tenant shall also pay all utility charges for water, gas, fuel oil and electricity consumed on the Leased Premises. This Lease is a net lease, except that Tenant shall not be obligated to make any payments on any mortgages now or hereafter encumbering the Leased Premises, nor shall Tenant be obligated to pay any franchise, corporation, capital stock, capital levies, transfer, estate, excise, inheritance or income tax or excess profits tax which is or may become payable by Landlord or which may be imposed against Landlord or against the rents payable hereunder or upon the income or profits of Landlord by reason of any law now in force or hereafter enacted, unless such taxes are a result of a shift of the incidence of taxation now ordinarily imposed on realty.

B. Penalties. Tenant shall pay all interest and penalties imposed upon the late payment of any Impositions caused by Tenant's late payment of same. Impositions shall be apportioned and paid between Tenant and Landlord on the dates of commencement and termination of this Lease; provided, however, that Tenant shall not be entitled to receive any apportionment from Landlord if Tenant shall then be in default in the payment of rent or in the performance of any of the terms, covenants, conditions or agreements in this Lease provided.





C. Late Payment. If Tenant shall fail, for ten (10) days after written notice and demand by Landlord to Tenant to pay any Imposition on or before the last day upon which the same may be paid without interest or penalty, then Landlord may pay the same with all interest and penalties lawfully imposed upon the late payment thereof, and the amounts so paid by Landlord shall thereupon be and become immediately due and payable by Tenant to Landlord.

D. Contest. Tenant, at its own cost and expense, shall have the right to contest the validity or amount of any Imposition, in which event Tenant may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined; provided, however, that Tenant shall not allow any such Imposition so contested to remain unpaid for such length of time as shall permit the Leased Premises, or the lien thereon created by such item to be contested, to be sold by federal, state, county or municipal authority for the nonpayment thereof. Tenant may contest the validity or amount of such Imposition in Landlord's name, by suit or otherwise, in which event Tenant shall indemnify Landlord and save him harmless from all costs, charges and liabilities in connection with such contest.

E. Assessments. With respect to assessments which may be payable in installments, Tenant shall be required to pay only those installments for those periods which fall wholly within the term of this Lease and a proportionate part of any installments with respect to a period a portion of which falls within the term of this Lease.



7. MAINTENANCE

Tenant assumes the sole responsibility for the condition, operation, maintenance and management of the Leased Premises, and Landlord shall have no responsibility with respect thereof and shall have no liability for damage to the property of Tenant or any tenant, subtenant or other occupant of the Leased Premises or any portion thereof on any account or for any reason whatsoever; except as caused by the negligent acts or omissions of Landlord, its agents, employees or invitees provided, however, that nothing herein contained shall be construed to require Tenant to pay the principal of, or the interest and premium, if any, payable on any indebtedness secured by a mortgage constituting a lien on the Leased Premises.

8. REPAIRS

Tenant shall take good care of the Leased Premises and at its own expense make, as and when needed, all necessary repairs of whatever kind and nature to the Leased Premises; all mechanical systems located therein, the interior, structural and nonstructural components of the Leased Premises, including but not limited to landscaping and repaving. All repairs made by Tenant shall be done in a good and workmanlike manner. If Tenant shall fail to make such repairs or if after commencing them shall fail to complete them with reasonable diligence, such repairs may be made or completed by Landlord in a good and workmanlike manner at Tenant's expense. Prior to Landlord's making any repairs hereunder, it shall send written notice to Tenant who will then have a reasonable period to make said repairs or dispute the necessity of the proposed repairs. Any amounts spent by Landlord to make or complete such repairs shall be repaid by Tenant as additional rent and shall be payable to Landlord with the next due monthly installment of rent. Tenant, at

its expense, shall keep the sidewalks and the parking area on the Leased Premises clean and free from ice and snow, and shall remove all refuse and rubbish.

9. ALTERATIONS

While Tenant is not in default under any provision of this Lease, it may at any time and from time to time, make any alterations or additions to the Building or equipment upon the Leased Premises, provided that:

A. such alterations or additions are made in a good and workmanlike manner and comply in every way with all other provisions of this Lease;

B. such alterations or additions shall not reduce the rental income of the Leased Premises; and

C. the fair value of the Building or equipment after such change shall not be substantially less than the fair value thereof prior to such change.

10. TENANT'S PERSONAL PROPERTY

Any and all alterations or additions made to the Leased Premises by Tenant, as well as any fixtures or articles or personal property (except movable trade fixtures and other property installed at the expense of Tenant listed on said Exhibit "C", all of which may be removed by Tenant) attached to the Building shall be deemed attached to the fee and become the property of Landlord without any payment or offset and shall not be detached or removed from the Leased Premises.

11. EMINENT DOMAIN

If, during the initial term or any option term of this Lease, condemnation proceedings affecting the Leased Premises result in the total taking of the Leased Premises, or if as a result of a partial taking the Leased Premises shall be unsuitable for the conduct of



Tenant's business (such determination to be in Tenant's reasonable opinion), this Lease shall terminate, and Tenant shall be entitled to receive and shall receive that portion of the award or payment in condemnation which represents the unamortized value of the Building and its alterations and improvements, full value of its personal property and fixtures so taken, and the reasonable value of the unexpired term of the Lease. Landlord shall be entitled to receive the balance of the award or payment. The rent shall be adjusted as of the time of such termination, and any rent paid for a period thereafter shall be returned to Tenant.

If such condemnation proceedings result in a partial taking which does not render the Leased Premises unsuitable for Tenant's business, Tenant shall receive that portion of the award or payment which represents the unamortized value of the Building so taken, the unexpired Lease Term of the Land so taken, its alterations and improvements so taken, the value of its personal property and fixtures so taken, and the rent payable hereunder shall be diminished by an amount which shall bear the same ratio to the rent as the area of the part of the Leased Premises taken bears to the area of the Leased Premises before such taking. Tenant shall apply such award to the prompt restoration of the Leased Premises. The Landlord shall receive the value of the reverter interest in the land taken.

## 12. INSURANCE and DESTRUCTION

A. Tenant shall keep the Leased Premises insured throughout the term of this Lease against the following loss or damage by fire and such other risks as may be included in extended coverage insurance from time to time available in amounts sufficient to prevent the Landlord or the Tenant from becoming a coinsurer within the terms of the applicable policies, and in any event, in an amount not less than one hundred percent




(100%) of replacement value. Any such insurance policy(ies) shall name Landlord as an additional insured and shall provide for ten (10) days' notice to Landlord prior to any cancellation of such policies. If Tenant shall fail to pay the premiums for such policies as they come due, Landlord may pay such premiums and charge the cost thereof to Tenant as additional rent, which shall be paid to Landlord on the next rent day. Tenant shall furnish to Landlord certificates evidencing such policies prior to taking possession of the Leased Premises.

All policies of insurance required to be maintained by Tenant shall name Landlord, Tenant, and Landlord's Mortgagee as the insured as their interests may appear. Landlord shall obtain any necessary consent from any mortgagee to apply the proceeds of any claim to the repair or restoration of the Building and not to the payment of the mortgage debt.

B. If the Building or other improvement upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall proceed with reasonable diligence to carry out any necessary demolition and to restore, repair, replace and rebuild the Building and improvements at Tenant's own cost and expense; provided, however, that all insurance proceeds, if any, paid by reason of such fire or other casualty shall be paid to Tenant for application to the cost of such work.

### 13. DEFAULT

This Lease is made upon the express condition that if Tenant shall default in the payment of the rent reserved in this Lease, or fails or neglects to perform any of Tenant's other obligations under this Lease; then Landlord at any time thereafter, shall give twenty (20) days written notice to Tenant to cure said default. In the event that Tenant does not cure the default within the twenty (20) days aforesaid, then Landlord shall give Tenant an



additional written notice and an additional ten (10) days to cure the default or such reasonable time for Tenant to cure any such default which may require more than ten (10) days to cure. After the notices and the continued failure of Tenant to cure or to have commenced and diligently pursued such cure, then the Landlord may, upon notice as required by Ohio law, commence legal action to end this Lease Agreement and/or retake possession of the Leased Premises. Landlord may, after obtaining a final judgment in such legal action, either terminate this Lease, or, without terminating this Lease, retake possession, re-let the Leased Premises or any part thereof for such term or terms (which maybe for a term extending beyond the term of this Lease) and at such rent and upon such other terms and conditions which are the most favorable terms obtaining. Upon each such reletting Tenant shall be immediately liable to pay to Landlord, the necessary and reasonable costs and expenses of such reletting incurred by Landlord. Tenant shall remain liable for repayment monthly as it accrues, the deficiency, if any, between the rent due under this Lease and the amount to be paid under the new lease, except that Tenant shall not be liable for this deficiency if the new tenant is a competitor of the Tenant hereunder. Landlord shall not be entitled to an acceleration of rent nor to any self-help remedies notwithstanding any law to the contrary.

Landlord shall, at all times, have the obligation to mitigate its damages.

14. TENANT'S RIGHT TO CURE LANDLORD'S DEFAULT

If Landlord shall at any time fail to pay any installment of principal or interest, or any other sum under any mortgage now or hereafter placed on the Leased Premises to which this Lease may be subordinate, the failure to make such payment constituting a default under such mortgage so as to permit foreclosure thereof, Tenant, if not in default



hereunder, shall have the right, but not before the last ten (10) days of the period at the expiration of which the failure to make such payment would constitute such default, to pay such principal, interest and other sum, with respect to which Landlord may be in default as aforesaid, and to deduct the amount of such payment and the cost and expense attaching or incurred on account of such non-payment by Landlord, with interest thereon from the date of payment, from the next succeeding installment or installments of rent which shall become due and payable after such payment until Tenant shall have been fully reimbursed for such payment, cost, expense and interest as aforesaid. Landlord shall cause any mortgagee of the Leased Premises to send copies of any default notice under Landlord's mortgage to Tenant.

If Landlord shall at any time be in default under any of its obligations under this Lease, Tenant, after giving Landlord written notice and an opportunity to cure, shall have the right but not the obligation to perform Landlord's obligations in Landlord's name and deduct the cost, plus interest, from the next succeeding payments of rent due until the entire amount has been recovered. In the event that this Lease expires before Tenant has been fully repaid, Tenant may extend the Lease for such additional time as may be necessary to fully recover the amount due.

15. INDEMNIFICATION

Tenant shall indemnify and hold Landlord harmless from and against any loss or damage due to personal injury, death or property damage occurring in or about the Leased Premises during the term of this Lease, unless such loss or damage shall have been caused by the acts, omissions or negligence of Landlord, its employees, agents or invitees. To that end, Tenant shall maintain at its sole expense policies of public liability insurance




relating to the Leased Premises with combined single limits of not less than \$1,000,000 for personal injury or death and for property damage. Such policies shall name Landlord as an additional insured and shall provide for ten (10) days' notice to Landlord prior to any cancellation of such policies. If Tenant shall fail to pay the premiums for such policies as they come due, Landlord may pay such premiums and charge the cost thereof to Tenant as additional rent, which shall be paid to Landlord on the next rent day. Tenant shall furnish to Landlord certificates evidencing such policies prior to taking possession of the Leased Premises. All insurance policies required by this paragraph shall be placed with companies qualified to do business within the State of Ohio. Notwithstanding the above, Tenant shall have the right to be self insured provided Tenant's net worth is greater than Twenty Million Dollars (\$20,000,000) and provided Tenant furnishes Landlord with reasonable proof of such protection.

Landlord shall indemnify and hold Tenant harmless from and against any loss or damage due to personal injury, death or property damage occurring in or about the Leased Premises during the term of this Lease which loss or damage may have been caused directly or indirectly by the negligent acts or omissions of Landlord, its agents, invitees, employees, successors and/or assigns.

16. SIGNS

Tenant may install and maintain on the exterior and within the interior of the Building or elsewhere on the Leased Premises signs, advertising its business. Tenant shall obtain at its expense all permits and any other approvals from municipal or other authorities for the erection and maintenance of such signs.

A handwritten signature in black ink, appearing to be "J. J. J.", is located in the bottom right corner of the page.



17. ASSIGNMENT AND SUBLEASE

With Landlord's prior consent, which consent shall not be unreasonably withheld or delayed, Tenant may assign this Lease or any interest therein, or sublease the Leased Premises or any part thereof. In the event of such assignment or sublease, Tenant shall in no such event be released of its duties, obligations or liabilities hereunder and the same shall continue in full force and effect.

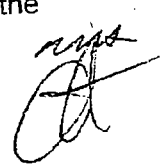
In the event Tenant subleases the Leased Premises, Tenant shall not sublease the Leased Premises to a then competitor of Landlord. At present, Landlord's primary business is the glass business.

18. RENEWAL OPTIONS

Tenant shall have four (4) successive options to renew this Lease upon expiration of the initial term hereof, provided that this Lease shall be in full force and effect immediately prior to said expiration. This Lease shall automatically renew unless Tenant shall give to Landlord no less than six (6) months before the expiration of the initial term or each additional term, written notice of its intention not to exercise each option. Each renewal term shall be for a period of five (5) years under the same terms and conditions as under the initial term except for the rent as set forth in Paragraph 5.

19. SURRENDER OF LEASED PREMISES

Tenant shall surrender the Leased Premises on the last day of the term hereof or any additional term or under any other provision for termination under this Lease; provided, however, if Tenant shall not then be in default under the terms of this Lease, any furniture, trade fixtures, business equipment, carpeting, interior and exterior signs, millwork, counters and cabinets and any items listed on Exhibit "C" may be removed by Tenant. Upon the



removal of any such items, Tenant shall cause the Building to be restored to condition prior to such removal subject to use, wear and tear during the term of this Lease.

20. RIGHT TO SHOW LEASED PREMISES


Provided Tenant has given its notice not to renew, Landlord shall have the right to show the Leased Premises to prospective tenants or buyers during the later of the last six (6) months of this Lease term or renewal thereof. Landlord shall give reasonable notice to Tenant before showing the Leased Premises.

During the term of this Lease or any extension thereof, Landlord shall have the right to show the Leased Premises to any prospective Mortgagee or prospective buyer, provided that Landlord gives reasonable notice to Tenant before such showing of the Leased Premises and provided that such showing(s) does not interfere with Tenant's conduct of business on the Leased Premises.

21. GOVERNMENTAL COMPLIANCE

Tenant shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer and officers, pursuant to law, or any insurance company carrying any insurance on the Leased Premises, which shall impose any duty upon Tenant with respect to its lease of the Leased Premises.

Landlord shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer and officers, pursuant to law, or any insurance company carrying any insurance on the Leased Premises, which shall impose any duty upon Landlord with respect to its ownership of the Leased Premises.

A handwritten signature in black ink, appearing to be "J. A. [unclear]", located in the bottom right corner of the page.

22. SUBORDINATION

Subject to the further provisions of this paragraph, Tenant agrees that this Lease (and any option renewals thereof) is subordinate to the existing mortgage, if any, or any and all mortgages, consolidated mortgages, or renewals, modifications and extensions thereof, or to any other forms or methods of financing of the Leased Premises, which are hereafter executed, delivered and recorded. Tenant shall, upon demand at any time, execute, acknowledge and deliver any and all instruments that may be necessary or proper to further evidence this subordination. Landlord shall procure and deliver to Tenant within twenty (20) days of full execution of this Lease an agreement in writing, duly executed by any mortgagee, which agreement shall provide that, for so long as Tenant is not in default in its performance of the terms, conditions and provisions of this Lease, Tenant's rights hereunder shall not be disturbed by an action or suit on the debt or debts secured by such mortgages, deeds of trust or other forms or methods of financing or refinancing, and that any sale at foreclosure will be subject to this Lease. Tenant's agreement to subordinate its rights under this Lease is conditioned upon Landlord obtaining a non-disturbance agreement in the form attached hereto as Exhibit "D".

23. RIGHT TO INSPECT

Landlord shall have the right to inspect the Leased Premises during operating hours upon reasonable notice to Tenant.

24. MEMORANDUM OF LEASE

The parties shall at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which shall constitute a

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.

memorandum of lease, setting forth any portions of this Lease, excepting the rent provisions, as either party may request.

25. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

26. BILL AND NOTICES

All notices required or permitted pursuant to any provisions of this Lease shall be in writing, sent certified mail or overnight courier, and shall be effective upon receipt if sent ~~certified mail or the second business day following delivery to an overnight courier.~~ Copies shall be sent to each party herein and to the attorney for the other party as follows:

If to Landlord:

R. Charles Hemm, Jr.  
514 South Main Street  
Piqua, Ohio 45356

Copy to:

Thomas J. Buecker, Esq.  
306 West High Street  
P.O. Box 1215  
Piqua, Ohio 45356

If to Tenant:

Monro Muffler Brake, Inc.  
200 Hollender Parkway  
Rochester, New York 14615-3808  
ATTN: President

Copy to:

Underberg & Kessler LLP  
1800 Chase Square  
Rochester, New York 14604  
Attention: Real Estate Department Chairperson

Either party may designate by notice a new or other address to which notice or demand shall be thereafter so given.

27. CONDITIONS

This Lease and the respective obligations hereunder are subject to:

A. Tenant obtaining all zoning, site plan and other approvals from all governing bodies with jurisdiction for the demolition of the existing structure on the Leased Premises and the construction of the Building and site improvements by Tenant;

B. granting of a building permit to Tenant for use of Leased Premises as contemplated by Tenant;

C. granting of a certificate of occupancy if required by law, to Tenant for Tenant's contemplated use of the Leased Premises;

D. final written approval by President of Monro Muffler Brake, Inc. within thirty (30) days of execution of this agreement;

E. Tenant's review and approval of <sup>an</sup>~~an instrument~~ survey of the Leased Premises and the status of title to the Leased Premises;

F. Within thirty (30) days of Tenant's notification to Landlord of the necessary curatives for Tenant to obtain an acceptable leasehold title insurance policy on the Leased Premises, Landlord providing such curatives to Tenant;

G. Tenant's receipt of an executed Non Disturbance Agreement (as described in Paragraph 22 of this Lease) within twenty (20) days of full execution of this Lease;

H. Within ninety (90) days of the full execution of this Lease, Landlord, at Landlord's sole cost and expense, receiving all municipal and other approvals necessary to re-zone the Leased Premises from "C-1" to "C-2", which re-zone classification will allow

for Tenant's use of the Leased Premises as an automotive service center similar to its other shops.

28. LANDLORD'S WARRANTIES

Landlord warrants and agrees that:

A. Landlord shall diligently pursue re-zoning the Leased Premises from "C-1" to "C-2", which said re-zone classification shall allow for Tenant's use of the Leased Premises as an auto service center similar to its other shops;

B. no restrictive covenant in the chain of title to the Leased Premises prohibits the proposed use of the Leased Premises as an auto service center similar to those operated by Tenant;

C. they have good and marketable title to the Leased Premises free of all liens and encumbrances, except as specifically disclosed;

D. during the term of this Lease or any extension thereof Landlord shall not operate or allow to be operated any business which directly or indirectly engages in the automotive service business on any site owned by or under the control of Landlord within a radius of three (3) miles from the Leased Premises. Notwithstanding anything to the contrary contained herein, it is understood by and between Landlord and Tenant, that Landlord presently operates a glass business, which business is located directly to the north of the Leased Premises and, in the conduct of such business, Landlord installs glass in automobiles. The parties further understand and agree that such automobile glass replacement shall not be considered a violation of this Paragraph 28 (D); and

E. all water, gas and electric, storm water and sanitary sewers and other services required for the operation of the business of Tenant are connected to the Leased



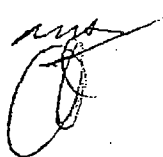
Premises and that the Leased Premises fronts on a public highway with curb cuts available.

29. ENVIRONMENTAL REPRESENTATIONS

A. REPRESENTATIONS AND WARRANTIES.

Landlord and Tenant will comply with any and all federal, state and local rules, laws, statutes, ordinances and orders regulating the Environment which affect the ownership, use and occupation of the Leased Premises. Furthermore, Tenant agrees that no Hazardous Substance shall be stored and/or used on the Leased Premises except in strict compliance with such laws. "Environment" means all air, water, or water vapor, including surface water and groundwater, any land, including land surface or subsurface, and includes all fish, wildlife, biota and all other natural resources. "Hazardous Substance" means any materials or substances defined as or included in the definition of "Hazardous Substances", "Hazardous Materials", "Hazardous Wastes", "Toxic Substances", or "Toxic Pollutants" under any applicable law regulating the Environment, including any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or which contains polychlorinated biphenyls (PCBs), gasoline, diesel fuel, other petroleum hydrocarbons, or asbestos.

Landlord agrees, represents and warrants that: (i) there are no underground or above ground storage tanks of any kind on the Leased Premises; (ii) no part of the Leased Premises is composed of any form of fill; (iii) there are no Hazardous Substances located on the Leased Premises, and (iv) the Leased Premises complies with all federal, state and local laws, rules, regulations and ordinances regulating the Environment.

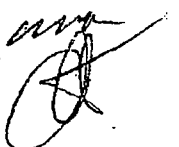


Notwithstanding any provisions herein to the contrary, Landlord indemnifies, defends and holds Tenant harmless from and against any losses, claims, damages or liabilities, joint or several, to which Tenant may become subject which losses, claims, damages or liabilities arise out of the presence or existence or any of the aforementioned items (i) through (iii) herein on or below the surface of the Leased Premises and/or the non-compliance of the Leased Premises with all federal, state and local laws, rules regulations and ordinances regulating the Environment at the Rent Commencement Date. These warranties and representations and the indemnification made herein shall survive termination of this Lease.

**B. TESTING AND REMEDIES.**

(1) Storage Tanks. In the event underground or above ground tanks which store or have stored Hazardous Substances are present, Landlord agrees to remove same at its sole cost and expense in accordance with all applicable federal, state and local laws, regulations and ordinances and to perform any necessary Remediation to bring the Leased Premises into compliance with all applicable federal, state and local laws, regulations and ordinances regulating the Environment ("Remediation").

(2) Noncompliance with Environmental Statutes. Upon execution of this Lease, Tenant and its agents shall have access to the Leased Premises and Tenant may, at its own cost, arrange for and obtain environmental investigation and testing ("Environmental Assessment") of the Leased Premises. If, based upon the results of such Environmental Assessment, Tenant reasonably believes that additional testing is required, either party may terminate this Lease by written notice to the other, and Landlord shall reimburse Tenant for all Tenant's cost incurred to date of termination in connection with this Lease up to \$5,000.00 which costs shall include but not be limited to title, survey, Phase I and soil borings ("Costs").





In the event that this Lease is not terminated as outlined above and the results of additional testing indicate the presence of Hazardous Substances, either party may terminate this Lease by written notice to the other within thirty (30) days of receipt of the results of such additional testing and Landlord shall reimburse Tenant up to \$10,000.00 for all Costs and additional testing. If the Lease is not terminated, Landlord agrees to reimburse Tenant for the expense incurred for Environmental Assessment and, at Landlord's sole cost and expense, to cause Remediation to be performed by an environmental consultant acceptable to Tenant. If Landlord elects to Remediate, it shall immediately forward its written Remediation plan to Tenant which will include the duration of such Remediation. Upon receipt of such information, Tenant may terminate this Lease by written notice to Landlord, within ten (10) days of receipt of Landlord's Remediation plan, if the Remediation plan would significantly delay Tenant's construction and opening of business or interfere substantially with the conduct of Tenant's business. All such work must be completed to the satisfaction of the Landlord and Tenant prior to the commencement of the one hundred twenty day (120) time frame described in Paragraph 2(B) of this Lease. Landlord agrees that Remediation shall be completed with all reasonable speed. Landlord further agrees to fully indemnify and hold harmless Tenant from and against any and all claims, demands, judgments, awards, actions, penalties, fines and claims resulting from Remediation of the Leased Premises before or during the Lease term or any extension thereof, except for conditions caused by Tenant. If the additional testing indicates no presence of Hazardous Substances then the cost of the additional testing shall be borne by Tenant.

A handwritten signature in dark ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.

(3) Soil Borings. In the event that the soil borings performed by Tenant indicate that the soil conditions would increase Tenant's standard building costs to construct the improvements according to Tenant's plans, Tenant shall have the option to terminate this Lease upon written notice to Landlord. In the event that fill is determined to be present, Landlord shall reimburse Tenant for all Tenant Costs.

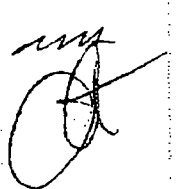
(4) Notwithstanding any language to the contrary contained in this Paragraph 29, once Tenant has commenced demolition of the existing structure on the Leased Premises pursuant to Paragraph 4 (D) of this Lease, neither Tenant nor Landlord may terminate this Lease based upon the environmental condition of the Leased Premises and Landlord shall proceed with and complete any Remediation with all reasonable speed.

30. QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that, upon Tenant paying the annual rent and performing all of the covenants and conditions contained in this Lease on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term of this Lease.

31. ENTIRE AGREEMENT

It is understood and agreed by the parties hereto that this Lease shall constitute the only agreement between them relative to the Leased Premises, and that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing, subscribed by both parties.

A handwritten signature in dark ink, appearing to be a stylized 'A' or 'J' with a long horizontal stroke extending to the right.

32. FORCE MAJEURE

In the event Tenant is delayed or hindered in or prevented from constructing its Building or, in the event Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder, by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials, permits or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the Landlord or the Tenant, and shall not be avoidable by diligence, then, the Landlord or the Tenant shall thereupon be excused for such period of delay.

33. BROKER'S COMMISSION

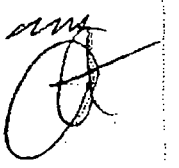
The parties hereto agree that no broker brought about this Lease. Landlord indemnifies and holds Tenant harmless from any costs or claims for broker's commissions arising hereunder.

34. PARTIES

The conditions, covenants and agreement in this Lease shall be binding upon and inure to the benefit of the respective parties to this Lease, their legal representatives, successors and assigns.

35. EMPLOYEE PARKING

Landlord shall provide to Tenant six (6) exclusive parking spaces, which parking spaces shall be located on Landlord's property immediately to the north of the Leased Premises and which parking spaces shall be used exclusively for Tenant's employees. The location of said six (6) parking spaces are set forth in Exhibit "F" attached hereto and made a part hereof. Landlord hereby grants Tenant, its agents and employees, an



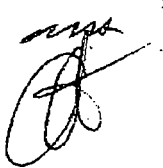
irrevocable easement during the term of the Lease (as extended) for the purpose of nonexclusive ingress and egress and exclusive parking rights in and to such parking spaces as shown on Exhibit "F." Landlord, at its sole expense, shall maintain the access way and parking spaces, in good repair, shall keep them free of snow and ice, and shall maintain a policy of public liability insurance covering such areas which policy shall name Tenant as an additional insured and have limits of not less than \$1,000,000. This easement shall run with the land, shall benefit the Leased Premises and burden the Landlord's adjacent property during the term of this Lease. Landlord shall expressly reserve these easement rights in any deed or conveyance of the Leased Premises or Landlord's adjacent property to a third party.

36. LIENS

Tenant shall not cause any liens to be placed against the Leased Premises. In the event that Tenant does cause a lien to be placed against the Leased Premises, Tenant shall remove and release any such lien upon notification of the same.

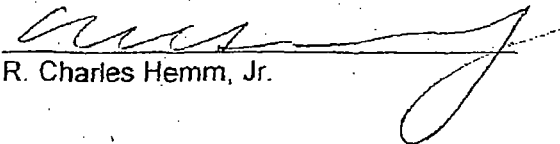
37. EXECUTION

If not executed by Landlord on or before \_\_\_\_\_, 1996, then Tenant shall have the right to cancel this Lease by giving written notice to Landlord.



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day  
and year first above written.

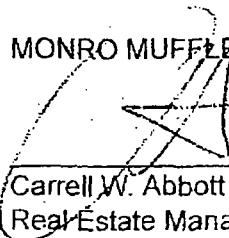
LANDLORD:

  
R. Charles Hemm, Jr.

TENANT:

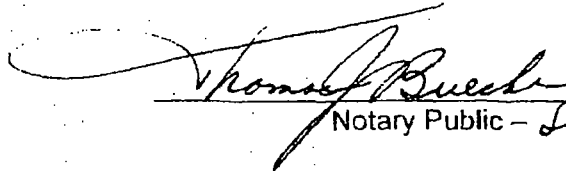
MONRO MUFFLER BRAKE, INC.

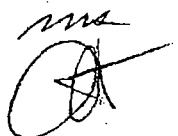
By:

  
Carrell W. Abbott  
Real Estate Manager

STATE OF OHIO )  
COUNTY OF MIAMI ) ss:

On this 11<sup>th</sup> day of April, 1996, before me, the subscriber,  
personally appeared R. Charles Hemm Jr., to me personally known and to me to be  
the same person described in and who executed the foregoing instrument, and duly  
acknowledged to me that he executed the same.

  
Notary Public - State of Ohio



STATE OF NEW YORK)  
COUNTY OF MONROE ) ss:

On the 5 day of April, 1996, before me personally came Carrell W. Abbott to me known, who being by me duly sworn did depose and say that he resides in Victor, New York, that he is the Real Estate Manager of Monro Muffler Brake, Inc., the corporation described in and which executed the foregoing Instrument; and that he signed his name thereto by order of the board of directors of said corporation.

KIMBERLY A. RUDD  
Notary Public, State of New York  
Monroe County  
My Commission Expires 3-7-98

Kimberly A. Rudd  
Notary Public

TENANT'S APPROVAL

The above Lease of Real Property located at: Troy, Ohio is hereby approved on the \_\_\_\_ day of \_\_\_\_\_, 1996.

MONRO MUFFLER BRAKE, INC.

By: Lawrence C. Day  
Lawrence C. Day  
President

STATE OF NEW YORK)  
COUNTY OF MONROE ) ss:

On the 6 day of June, 1996, before me personally came LAWRENCE C. DAY to me known, who being by me duly sworn did depose and say that he resides in Pittsford, New York, that he is the President of Monro Muffler Brake, Inc., the corporation described in and which executed the foregoing Instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Kimberly A. Rudd  
Notary Public

KIMBERLY A. RUDD  
Notary Public, State of New York  
Monroe County  
My Commission Expires 3-7-98

*ms*  
*CA*

EXHIBIT A

Map of Leased Premises

## EXHIBIT B

### Description of Leased Premises



## EXHIBIT C

### Personal Property of Tenant

All signage including fascia, poles

All portable machinery (Alignment, tire machines, etc.)

All hoists

Entire torch system

Compressors

Air Conditioning Unit (waiting room)

Alarm system

Water cooler

Telephone system

Waste oil tank (if above ground)

Office equipment

Heating units

Shelving

All merchandise

All future removable equipment installed to facilitate Tenant's business




EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND  
ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made as of \_\_\_\_\_, 199\_ by and between  
Monro Muffler Brake, Inc. ("Tenant"), \_\_\_\_\_ a Banking  
Corporation, having its principal office at \_\_\_\_\_  
("Mortgagee"), and \_\_\_\_\_ ("Mortgagor").

RECITALS

WHEREAS, \_\_\_\_\_ Mortgagor, is the owner of certain real  
property, located at \_\_\_\_\_, Town of \_\_\_\_\_, which is more  
particularly bounded and described in SCHEDULE "A" attached hereto (the "Premises");  
and

WHEREAS, Tenant has entered into a certain lease covering a portion of the  
Premises which is described in SCHEDULE "B" attached hereto (the "Lease"); and

WHEREAS, Mortgagor currently has a loan with or has applied to Mortgagee for a  
loan in the principal amount of \$ \_\_\_\_\_ (the "Loan"); and

WHEREAS, the Loan is or will be secured by one or more mortgages covering the  
Premises which are described in SCHEDULE "C" attached hereto (collectively, the  
"Mortgage"); and

WHEREAS, it is a requirement of the Loan that the Lease be subordinate to the  
Mortgage;

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant does hereby agree that the Lease, together with any and all modifications, amendments, renewals and extensions thereof, is, shall be and shall remain in all respects unconditionally and irrevocably subject and subordinate the Mortgage, the lien thereof, any and all advances made and to be made thereunder and any and all modifications, amendments, consolidations, extensions, renewals, replacements, and increases thereof, with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease and without regard to the order of priority of the recording of the Lease or a memorandum thereof and the Mortgage. This provision shall be self-operative, but Tenant agrees to execute and deliver any additional documents or other instruments which may be reasonably required by Mortgagee from time to time to evidence or confirm said subordination agreement.

In the event of foreclosure of the Mortgage, Mortgagee agrees so long as Tenant is not in default under the terms and conditions of the Lease beyond any applicable cure period, this Lease shall not be terminated by such foreclosure. Upon such foreclosure, Mortgagee or any purchaser at foreclosure or the grantee of a deed in lieu of foreclosure shall be bound by all of the terms contained in said Lease and the obligations of Landlord thereunder. In exchange for Mortgagee's agreement herein, Tenant agrees upon foreclosure not to disaffirm this Lease and to attorn to the Mortgagee, purchaser or grantee and Tenant shall execute a new Lease setting forth all of the terms of this Lease except that the new Lease shall be for the balance of the term.

Mortgagee acknowledges and consents to the application of condemnation and insurance proceeds to the restoration of the Premises and offset rights pursuant to Paragraphs 11, 12 and 14 of the Lease, respectively.

This subordination shall be binding upon Tenant, and Mortgagee and their successors and assigns.

IN WITNESS WHEREOF, Tenant, Mortgagor and Mortgagee have caused this Subordination to be duly executed as of the day and year first above written.

BY:

BY:

BY:

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me, the subscriber, personally appeared \_\_\_\_\_ to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and duly acknowledged to me that \_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public



STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

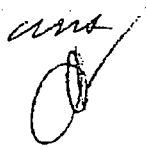
On the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn did depose and say that he resides in \_\_\_\_\_, that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing Instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he is a member of the Partnership of \_\_\_\_\_, the Partnership described in and which executed the foregoing instrument for and on behalf of said Partnership.

\_\_\_\_\_  
Notary Public



STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn did depose and say that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing Instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn did depose and say that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of Monro Muffler Brake, Inc., the corporation described in and which executed the foregoing Instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

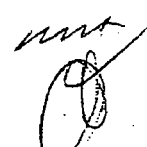


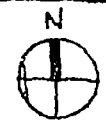
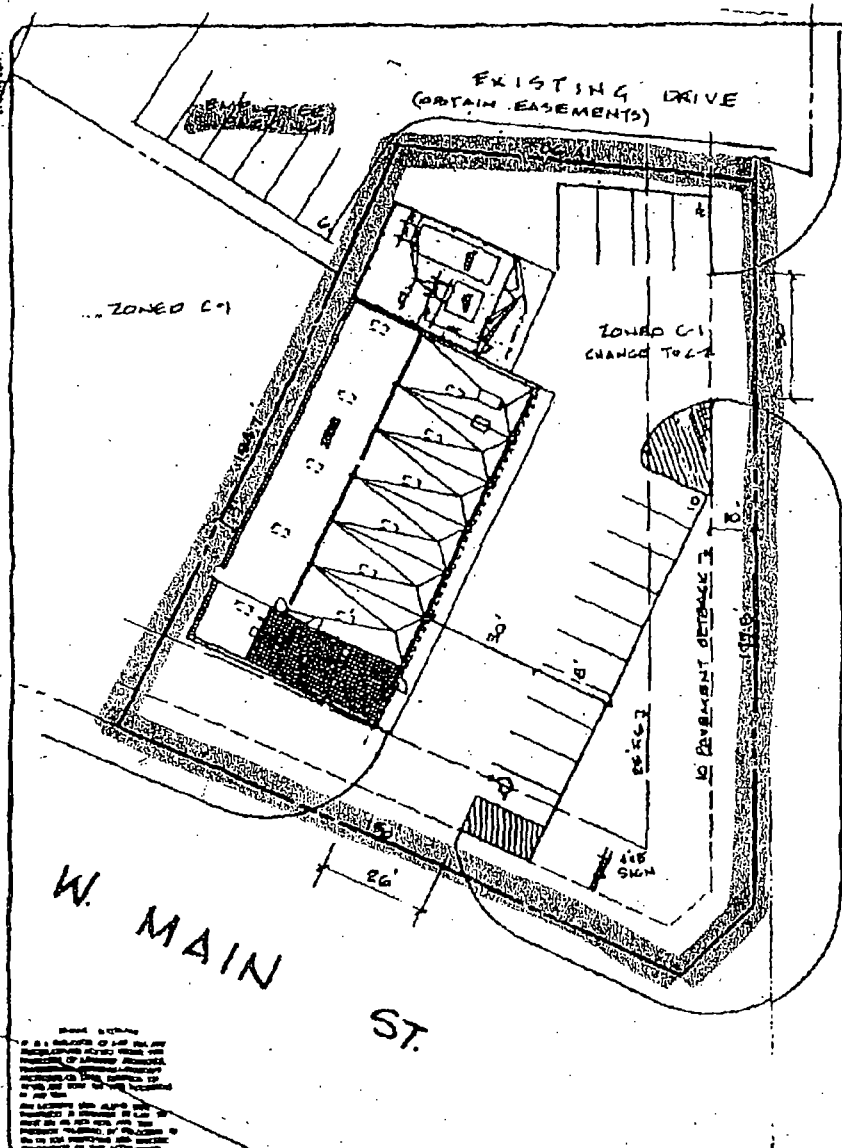
EXHIBIT E

Tenant's Prototypical Building Plans

EXHIBIT F

Tenant's Exclusive Parking Spaces





**PROJECT DATA**

ZONING: C-1 (prev. C-2) CHANGE TO C-2 (prev. C-1)  
 USE: MINOR AUTO REPAIRS PERMITTED  
☐ SPECIAL ☐ CONDITIONAL YES YES ☐ NO

PARCEL CRITERIA  
 MIN. AREA 4.49 AC  
 MIN. WIDTH 150'  
 LOT COVERAGE (Bldg) 100%  
 (Impervious)

BUILDING CRITERIA  
 SQUARE FOOTAGE 4,500 S.F.  
 SIZE 50' x 90'  
 HEIGHT 20'

ZONING CRITERIA  
 FRONT SETBACK 25' 25'  
 REAR SETBACK 0' 5'  
 SIDE SETBACK 0' 37'  
 PARKING RATIO 6 PLS / 1,000 SF 12.6 PLS / 1,000 SF  
 PARKING RATIO 12.6 PLS / 1,000 SF 12.6 PLS / 1,000 SF  
 SPACE PER 180 SF 9 x 18'  
 AREA WIDTH 30'  
 DRIVE WIDTH 30'

FRONT PARKING SETBACK 10' 10'  
 OTHER BUFFER 6'  
 PVT SETBACK 6'

SCORE  
 TOTAL AREA ALLOWED 100%  
 PERMITTING ALLOWED YES ☐ NO  
 AREA 4.49 / 1.0 AC OR 500 SF 418.32 SF  
 LOCATION 6100 W. 20' 10'  
 HEIGHT 10' MIN. 10'  
 FRONT SETBACK 10' MIN. 10'  
 PROP. LOTS SETBACK 10' MIN. 10'  
 WALL SCORE ALLOWED YES ☐ NO  
 AREA 1.6 SF / 1.0 AC 160 SF  
 LOCATION WALL

1/4" = 10' 1/8" = 5' 1/16" = 2' 1/32" = 1'

7			
6			
5			
4			
3			
2			
1	ADDED EMPLOYEE PARK	12-11	PAC
	REVISIONS	DATE	BY

PROJECT ENGINEER/ARCHITECT DATE  
 PROJECT MANAGER DATE  
 DEPT. MANAGER/INTERVIEWER/MAILER DATE  
 DRAWN BY DATE  
 PDC 11-13-95  
 SCALE DATE ISSUED  
 1/2" = 1' 1/2"

**THE SEAR-BROWN GROUP**  
 FULL-SERVICE DESIGN PROFESSIONALS  
 41 MATTHEW PARK  
 PLAINFIELD, NJ 07054  
 (201) 774-4444

PROJECT **MONRO MUFFLER DRAKE**  
**TROY, OHIO - SITE 2**  
 TITLE OF DRAWING **FEASIBILITY STUDY**

PROJECT NO. **12292.65**  
 DRAWN BY **SK 3**



# Material Safety Data Sheet

## Section 1: Product & Company Identification

**Product Name:** Brakleen® Brake Parts Cleaner – Non-chlorinated (aerosol)

**Product Number (s):** 05088, 85088, 85088AZ

**Manufactured By:**

CRC Industries, Inc.  
885 Louis Drive  
Warminster, PA 18974  
[www.crcindustries.com](http://www.crcindustries.com)

General Information	(215) 674-4300
Technical Assistance	(800) 521-3168
Customer Service	(800) 272-4620
24-Hr Emergency (CHEMTREC)	(800) 424-9300

## Section 2: Hazards Identification

### Emergency Overview

Appearance & Odor: Clear liquid; solvent odor

### DANGER

Extremely Flammable. Harmful or Fatal if Swallowed. May Cause Blindness if Swallowed. Vapor Harmful. Eye and Skin Irritant. Contents Under Pressure.

As defined by OSHA's Hazard Communication Standard, this product is hazardous.

### Potential Health Effects:

**EYE:** Moderate eye irritant. Exposure can cause irritation including stinging, tearing, redness, blurred vision, and swelling of the eyes.

**SKIN:** Moderate skin irritant. Prolonged or repeated contact may dry the skin. Symptoms may include redness, burning, drying and cracking of the skin, and skin burns. Passage of this material into the body through the skin is possible, but it is unlikely that this would result in harmful effects during safe handling and use.

**INHALATION:** Breathing large amounts of this material may be harmful. Symptoms include irritation of the nose and throat and central nervous system excitation (giddiness), followed by CNS depression (dizziness, drowsiness, weakness, headache, nausea, unconsciousness).

**INGESTION:** Swallowing small amounts is not likely to cause harmful effects. May cause stomach or intestinal upset. Swallowing larger amounts may be harmful as this material may be aspirated into the lungs during swallowing or vomiting. This results in lung inflammation and other lung injury.

**CHRONIC EFFECTS:** Overexposure to methanol may lead to visual impairment.

**TARGET ORGANS:** liver, kidneys, blood, central nervous system, eyes

**Medical Conditions Aggravated by Exposure:** skin sensitivities, lung conditions, central nervous system conditions

See Section 11 for toxicology and carcinogenicity information on product ingredients.

**Product Name:** Brakleen® Brake Parts Cleaner – Non-chlorinated (Aerosol)  
**Product Number (s):** 05088, 85088, 85088AZ

---

### Section 3: Composition/Information on Ingredients

COMPONENT	CAS NUMBER	% by Wt.
Acetone	67-64-1	20 - 30
Toluene	108-88-3	35 - 45
Methanol	67-56-1	25 - 35
Carbon dioxide	124-38-9	5 - 10

---

### Section 4: First Aid Measures

**Eye Contact:** Immediately flush with plenty of water for 15 minutes. Call a physician if irritation persists.

**Skin Contact:** Remove contaminated clothing and wash affected area with soap and water. Call a physician if irritation persists. Wash contaminated clothing prior to re-use.

**Inhalation:** Remove person to fresh air. Keep person calm. If not breathing, give artificial respiration. If breathing is difficult give oxygen. Call a physician.

**Ingestion:** Seek medical attention. Do not induce vomiting unless instructed by medical personnel. Have victim drink a glass of water if conscious.

**Note to Physicians:** This material is an aspiration hazard. This material (or a component) has produced hyperglycemia and ketosis following substantial ingestion. Inhalation of high concentrations of this material may be associated with cardiac arrhythmias. Sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to this material. This product contains methanol. The metabolites of methanol can cause metabolic acidosis, visual disturbances and blindness.

---

### Section 5: Fire-Fighting Measures

**Flammable Properties:** This product is extremely flammable in accordance with aerosol flammability definitions (16 CFR 1500.3(c)(6)).

**Flash Point:** 0 F (TCC)

**Upper Explosive Limit:** ND

**Autoignition Temperature:** 725 F

**Lower Explosive Limit:** ND

**Suitable Extinguishing Media:** dry chemical, carbon dioxide, alcohol-resistant foam, class B extinguishers

**Products of Combustion:** oxides of carbon

**Protection of Fire-Fighters:** Firefighters should wear self-contained, NIOSH-approved breathing apparatus for protection against suffocation and possible toxic decomposition products. Vapors are heavier than air and will accumulate near the ground. Proper eye and skin protection should be provided. Use water spray to keep fire-exposed containers cool and to knock down vapors which may result from product decomposition.

**Product Name:** Brakleen® Brake Parts Cleaner – Non-chlorinated (Aerosol)  
**Product Number (s):** 05088, 85088, 85088AZ

---

## Section 6: Accidental Release Measures

**Personal Precautions:** Use personal protection recommended in Section 8.

**Environmental Precautions:** Take precautions to prevent contamination of ground and surface waters. Do not flush into sewers or storm drains.

**Methods for Containment & Clean-up:** Eliminate sources of ignition. Dike area to contain spill. Ventilate the area with fresh air. If in confined space or limited air circulation area, clean-up workers should wear appropriate respiratory protection. Recover or absorb spilled material using an absorbent designed for chemical spills. Place used absorbents into proper waste containers.

---

## Section 7: Handling and Storage

**Handling Procedures:** Do not use near potential sources of ignition. Do not use on energized equipment. Use with adequate ventilation. Avoid contact with skin and eyes. Avoid inhaling vapors.

**Storage Procedures:** Store in a cool dry area out of direct sunlight. Aerosol cans must be maintained below 120 F to prevent cans from rupturing.

**Aerosol Storage Level:** III

---

## Section 8: Exposure Controls/Personal Protection

**Exposure Guidelines:**

COMPONENT	OSHA		ACGIH		OTHER		UNIT
	TWA	STEL	TWA	STEL	TWA	SOURCE	
Acetone	1000	NE	500	750	NE		ppm
Toluene	200	300 (c)	20	NE	NE		ppm
Methanol	200	NE	200	250 (s)	NE		ppm
Carbon dioxide	5000	30000(v)	5000	30000	NE		ppm
N.E. – Not Established      (c) – ceiling      (s) – skin      (v) – vacated							

**Engineering Controls:** Area should have ventilation to provide fresh air. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at the source, preventing dispersion into the general work area. Use mechanical means if necessary to maintain vapor levels below the exposure guidelines. If working in a confined space, follow applicable OSHA regulations.

**Respiratory Protection:** None required for normal work where adequate ventilation is provided. If engineering controls are not feasible or if exposure exceeds the applicable exposure limits, use a NIOSH-approved cartridge respirator with organic vapor cartridge. Use a self-contained breathing apparatus in confined spaces and for emergencies.

**Eye/face Protection:** For normal conditions, wear safety glasses. Where there is reasonable probability of liquid contact, wear splash-proof goggles.

**Skin Protection:** Use protective gloves such as nitrile, PVA, or neoprene. Also, use full protective clothing if there is prolonged or repeated contact of liquid with skin.

**Product Name:** Brakleen® Brake Parts Cleaner – Non-chlorinated (Aerosol)  
**Product Number (s):** 05088, 85088, 85088AZ

---

### Section 9: Physical and Chemical Properties

Physical State: liquid  
Color: clear  
Odor: solvent  
Specific Gravity: 0.822  
Initial Boiling Point: 132 F  
Freezing Point: ND  
Vapor Pressure: ND  
Vapor Density: > 1 (air = 1)  
Evaporation Rate: > 1 (butyl acetate = 1)  
Solubility: slightly soluble in water  
pH: NA  
Volatile Organic Compounds: wt %: 70.0 g/L: 575.4 lbs./gal: 4.8

---

### Section 10: Stability and Reactivity

Stability: Stable  
Conditions to Avoid: Sources of ignition; temperature extremes  
Incompatible Materials: Acids, alkalis, reducing agents, strong oxidizing agents, hypochlorites, peroxides, reactive metals such as aluminum and magnesium, sodium, zinc  
Hazardous Decomposition Products: Oxides of carbon, various hydrocarbons  
Possibility of Hazardous Reactions: No

---

### Section 11: Toxicological Information

Long-term toxicological studies have not been conducted for this product. The following information is available for components of this product.

#### ACUTE EFFECTS

<u>Component</u>	<u>Test</u>	<u>Result</u>	<u>Route</u>	<u>Species</u>
Acetone	LD50	5800 mg/kg	Oral	Rat
Acetone	LC50	16,000 ppm/4H	Inhalation	Rat
Acetone	LD50	20,000 mg/kg	Dermal	Rabbit
Methanol	LD50	5045 mg/kg	Oral	Rat
Methanol	LD50	12,800 mg/kg	Dermal	Rabbit

#### CHRONIC EFFECTS

##### Carcinogenicity:

	<u>Component</u>	<u>Result</u>
OSHA:	None listed	
IARC:	None listed	
NTP:	None listed	

Mutagenicity: No information available

**Product Name:** Brakleen® Brake Parts Cleaner – Non-chlorinated (Aerosol)  
**Product Number (s):** 05088, 85088, 85088AZ

---

## **Section 12: Ecological Information**

Ecological studies have not been conducted for this product. The following information is available for components of this product.

Ecotoxicity:	Acetone – 48H LC50 Daphnia: 10 mg/l
Persistence / Degradability:	No information available
Bioaccumulation / Accumulation:	No information available
Mobility in Environment:	No information available

---

## **Section 13: Disposal Considerations**

**Disposal:** The dispensed liquid product is a RCRA hazardous waste for the characteristic of ignitability with the following potential waste code(s): D001, F003, F005 (See 40 CFR Part 261.20 – 261.33). Aerosol containers should be fully emptied and depressurized before disposal.

All disposal activities must comply with federal, state and local regulations. Local regulations may be more stringent than state or national requirements.

---

## **Section 14: Transport Information**

Proper shipping description:

US DOT (ground): Consumer Commodity, ORM-D

Special Provisions: None

---

## **Section 15: Regulatory Information**

### **U.S. Federal**

#### Toxic Substances Control Act (TSCA):

All ingredients are either listed on the TSCA inventory or are exempt.

#### Comprehensive Environmental Response, Compensation and Liability Act (CERCLA):

Reportable Quantities (RQ's) exist for the following ingredients: Acetone (5000 lbs), Toluene (1000 lbs), Methanol (5000 lbs)

**Spills or releases resulting in the loss of any ingredient at or above its RQ require immediate notification to the National Response Center (800-424-8802) and to your Local Emergency Planning Committee.**

#### Superfund Amendments Reauthorization Act (SARA) Title III:

Section 302 Extremely Hazardous Substances (EHS): None

Section 311/312 Hazard Categories:	Fire Hazard	Yes
	Reactive Hazard	No
	Release of Pressure	Yes
	Acute Health Hazard	Yes
	Chronic Health Hazard	No

**Product Name:** Brakleen® Brake Parts Cleaner – Non-chlorinated (Aerosol)

**Product Number (s):** 05088, 85088, 85088AZ

Section 313 Toxic Chemicals: This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372:  
Toluene (< 40%), Methanol (< 32%)

Clean Air Act:

Section 112 Hazardous Air Pollutants (HAPs): Toluene, Methanol

**State Regulations**

California Safe Drinking Water and Toxic Enforcement Act (Prop 65):

This product may contain the following chemicals known to the state of California to cause cancer, birth defects or other reproductive harm: Toluene

State Right to Know:

New Jersey: 67-64-1, 108-88-3, 67-56-1, 124-3  
Pennsylvania: 67-64-1, 108-88-3, 67-56-1, 124-3  
Massachusetts: 67-64-1, 108-88-3, 67-56-1, 124-3  
Rhode Island: 67-64-1, 108-88-3, 67-56-1, 124-3

**Additional Regulatory Information:** This product does not comply with Consumer Products VOC regulations and cannot be used in California, Connecticut, Delaware, The District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Jersey, New Hampshire, New York, Ohio, Pennsylvania, Rhode Island, and Virginia.

---

**Section 16: Other Information**

NFPA:	Health: 2	Flammability: 3	Reactivity: 0	
HMIS:	Health: 2	Flammability: 3	Reactivity: 0	PPE: B

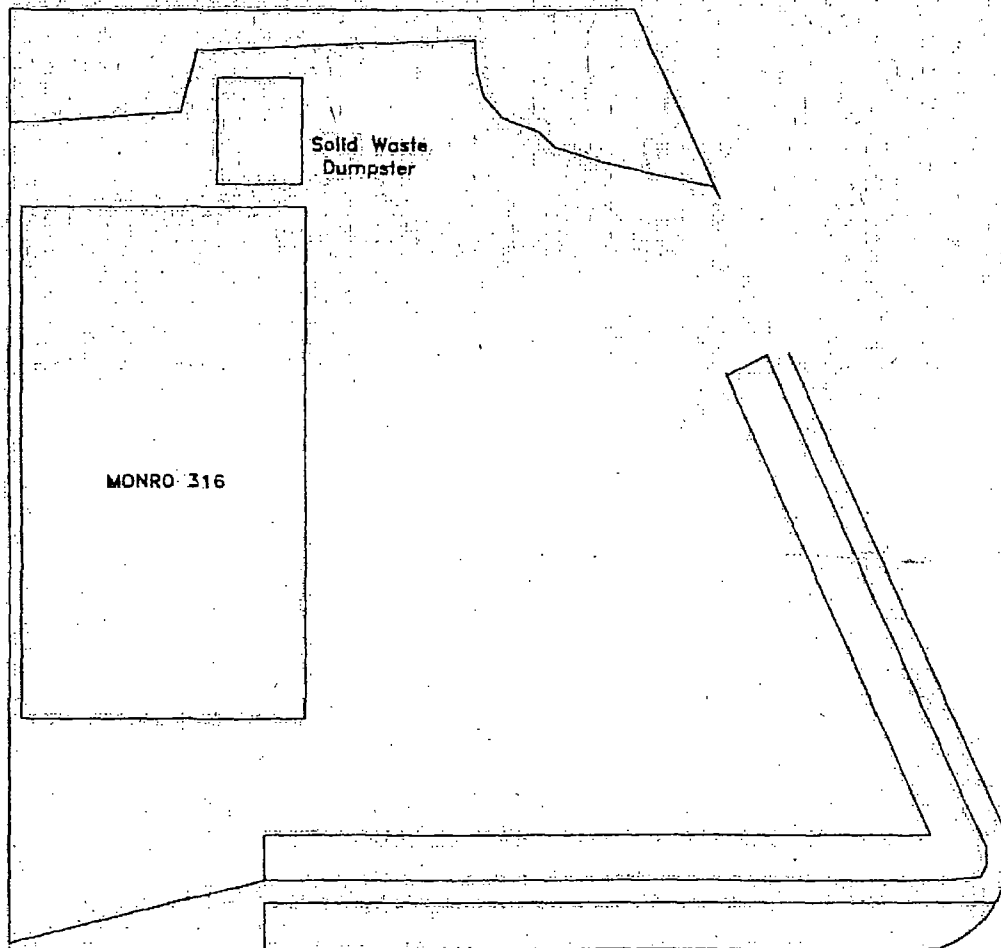
Prepared By: Michelle Rudnick  
CRC #: 581F/G  
Revision Date: 06/29/2009

Changes since last revision: Section 15: Additional Regulatory Information revised

The information contained in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. This information is accurate to the best of CRC Industries' knowledge or obtained from sources believed by CRC to be accurate. Before using any product, read all warnings and directions on the label.

CAS:	Chemical Abstract Service	NA:	Not Applicable
ppm:	Parts per Million	ND:	Not Determined
TCC:	Tag Closed Cup	NE:	Not Established
PMCC:	Pensky-Martens Closed Cup	g/L:	grams per Liter
PPE:	Personal Protection Equipment	lbs./gal:	pounds per gallon
TWA:	Time Weighted Average	STEL:	Short Term Exposure Limit
OSHA:	Occupational Safety and Health Administration		
ACGIH:	American Conference of Governmental Industrial Hygienists		
NIOSH:	National Institute of Occupational Safety & Health		

QUESTION #8



MONRO 316  
Troy, Ohio  
prepared for  
ONRO Muffler  
ISTER, NEW YORK

FIGURE 2  
SITE  
FEATURES

SCALE  
NOT TO SCALE

SENTINEL Technologies, Inc.

DRAWN BY	J. FISHER	11-19-12
CHECKED BY		
APPROVED BY		
REVISED		

DRAWING NUMBER 182712-A2



QUESTION #4



State of Ohio Environmental Protection Agency

File  
316

**Southwest District Office**

401 E. Fifth St.  
Dayton, Ohio 45402

TELE: (937) 285-6357 FAX: (937) 285-6249  
www.epa.state.oh.us

Ted Strickland, Governor  
Lee Fisher, Lieutenant Governor  
Chris Korieski, Director

March 23, 2009

Mr. Danny Sherwood  
Monro Muffler Brake  
1101 West Main Street  
Troy, Ohio 45373

**Re: Complaint Investigation – Notice of Compliance**

Dear Mr. Sherwood:

On March 19, 2009, Tom Koch and I met you at Monro Muffler Brake located at 1101 West Main Street in Troy, Ohio to discuss a complaint alleging mismanagement of wastes. The purpose of our investigation was to assess the validity of the complaint and determine whether hazardous waste rules were violated accordingly.

The complaint alleged that various used fluids (i.e. used oil, anti-freeze and transmission fluid) are being dumped into floor drains located within the facility. With respect to the complaint, we conducted a physical investigation of the facility and reviewed your disposal records.

All used fluids are collected and disposed of properly through Safety-Kleen; EPA ID# OHD981187313. No violations were cited as a result of the investigation. Thank you for working with us on this investigation. If you have any questions, please feel free to contact me at (937) 285-6456.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffery H. Stark".

Jeffery H. Stark  
District Representative  
Division of Hazardous Waste Management


cc: Thomas Giannone, Director of Facilities, Monro Muffler Brake, Inc.  
Dinah Crawford, SWDO-DHWM/SWDO File

JHS/plh

**NOTICE:**

Ohio EPA's failure to list specific deficiencies or violations in this letter does not relieve your company from having to comply with all applicable regulations.

QUESTION #5

de-&chem\_name=&chem\_search=Beginning+With&cas\_num=&program\_search=1&report=1&page\_no=1&output\_sql\_switch=TRUE&database\_type=RCRAINFO

## Envirofacts Search Results

[Data Disclaimer](#)

Consolidated facility information (from multiple EPA systems) was searched to select facilities

[Return](#)

EPA Facility ID: Beginning With: 110046261031

Results are based on data extracted on NOV-14-2012

Note: Click on the CORPORATE LINK value for links to that company's environmental web pages.

Click on the MAPPING INFO value to obtain mapping information for the facility.

The facility information data within the output below can be downloaded in a comma-separated value file for use in Excel by clicking here:

[Go To Bottom Of The Page](#)

HANDLER NAME: MONRO MUFFLER AND BRAKEHANDLER ID: OHCI00000295  
STREET: 1101 WEST MAIN STREET FACILITY INFORMATION: [View Facility Information](#)  
CITY: TROY CORPORATE LINK: No  
STATE: OH COUNTY: MIAMI  
ZIP CODE: 45373 MAPPING INFO: [MAP](#)  
EPA REGION:  
LATITUDE 40.04581 LONGITUDE -84.21758

### CONTACT INFORMATION

NAME	STREET	CITY	STATE	ZIP CODE	PHONE	TYPE OF CONTACT
DANNY SHERWOOD	1101 WEST MAIN STREET	TROY	OH	45373	9373358492	Public
DANNY SHERWOOD	1101 WEST MAIN STREET	TROY	OH	45373	9373358492	Permit

### LIST OF NAICS CODES AND DESCRIPTIONS

NAICS CODE	NAICS DESCRIPTION
811191	AUTOMOTIVE OIL CHANGE AND LUBRICATION SHOPS

[Go To Top Of The Page](#)

Total Number of Facilities Displayed: 1

Last updated on Friday, November 16, 2012

RCRAInfo Links

- [Overview](#)
- [Search](#)
- [Model](#)
- [Law](#)
- [RCRAInfo Search User Guide](#)
- [Contact Us](#)
- [Office of Resource Conservation and Recovery Home](#)

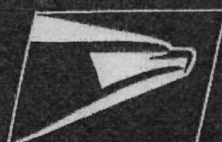
[Report an Error](#)

*The sender has requested notification upon delivery.  
Immediately upon receipt, please telephone:*

Name:

**Tel. No.:** (

**EXTREMELY URGENT**



## EXPRESS MAIL

UNITED STATES POSTAL SERVICE™



[www.usps.gov](http://www.usps.gov)

**FOR PICKUP OR TRACKING CALL 1-800-222-1811**



6 7 9 6 8 5 9 6 7 0 1 5

**Addressee Copy**  
 Label 11-E April 2000

Label 11-F, April 2009




UNITED STATES POSTAL SERVICE®

Post Office To Addressee

[illegible]

FOR PICKUP OR TRACKING: Visit **www.usps.com** or Call 1-800-222-1611



Tyvek®	25% Post Consumer Content	
--------	------------------------------	---

DECEMBER 1997

EP-13C